

Sambandh Finserv Private Limited

FAIR PRACTICES CODE (FPC)

Sambandh Finserv Private Limited is a Reserve Bank of India regulated Non-Banking Financial Company (NBFC) - MFI committed to delivering affordable financial services to the people who have either very limited or no access to those services. Our primary focus has been deepening client connect and making sure the clients get the most benefit out of the relationships. primary focus is on financial inclusion and women empowerment. The company endeavours to provide comprehensive financial services and market linkages, build institutional capacity and support new products and services and modes of delivery as per the requirements and needs of the clients.

Pursuant to Reserve Bank of India guideline on Fair Practices Code (FPC) to be followed by NBFCs, vide its circular RBI/2015-16/16 DNBR (PD) CC.No.054/03.10.119/2015-16 dated July 1, 2015, Sambandh Finserv Private Limited has formulated this FPC and laid down following processes/practices for business transactions.

A. Guidelines on Fair Practices Code for NBFCs

1. Applications for Loans and their Processing:

a) Primary data is collected from the borrower along with Know Your Customer (KYC) norms as per the Company guidelines in the prescribed format.

b) The authorized staff of the Company shall verify the loan application along with all the sureties and approvals, applicable as per the policies of the Company. The staff should also make sure that the following information is filled completely:

- Date of application
- Borrower identification particulars
- Loan amount and product details
- Applicable interest rate
- Term of the loan
- Repayment particulars
- Details of indebtedness
- Income details
- Purpose of the Loan
- Nominee details for non-credit products offered along with the loan (or) separately
- Bank account details

c) All communications by the Company to the borrower shall be in the vernacular language or a language as understood by the borrower.

d) Loan application forms provided by the Company should include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower. Borrower has to submit the following documents along with the application to obtain the loan from the Company.

- KYC document as prescribed by the RBI (for both ID Proof & Address Proof)
- Income Proof
- Passport size photograph of the client and the Spouse / Guardian

e) The Company shall give acknowledgement for receipt of all loan applications. The time frame within which loan applications will be disposed shall also be indicated in the acknowledgement.

2. Loan appraisal and Terms and Conditions:

a) The designated staff of the Company will convey in writing to the borrower in the vernacular language as understood by the borrower by means of sanction letter or otherwise the following:

- The amount of loan sanctioned
- The terms and conditions of the loan
- Annualized rate of interest
- Method of application of the annualized rate of interest

b) The Company will keep the acceptance of these terms and conditions by the borrower and all the other concerned documents on its record/safe custody by the authorized persons.

c) The Company will provide a copy of the loan agreement as understood by borrower along with a copy each of all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loans.

3. Disbursement of loans including changes in terms and conditions:

a) Loans will be disbursed in the Company's branch premises only.

b) Loan passbook will be given to every borrower for each loan at the time of sanction / disbursement of loans. The loan passbook would contain all the terms and conditions attached to the loan in the vernacular language as understood by the borrower including the repayment schedule, effective interest rate and processing charges and Insurance premium etc.

c) The Company will take decision to recall payment under the loan agreement as agreed with the borrower under intimation.

- d) The Company will not charge any penalty on delayed payments and the same has been mentioned in the Loan agreement in vernacular language as understood by the borrower.
- e) The Company will give notice to the borrower in the vernacular language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The Company will also ensure that changes in interest rates and charges are affected only prospectively.

4. General

- a) The Company will not interfere in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement, unless new information, not earlier disclosed by the borrower, has come to the notice of the Company.
- b) If there is any specific request from the borrower for transfer of borrower account, the consent or otherwise i.e. objection of the Company, if any will be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- c) The Company will not resort to undue harassment i.e. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans etc.
- d) The Company will ensure that its staff is adequately trained to deal with the customers in an appropriate manner without resorting to rude behavior.

5. Review of the Compliance of the Fair Practices Code

- a) The Board of Directors of the Company will periodically review the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism once in a quarter.
- b) A report on the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism will be placed before the Board of Directors of the Company at regular intervals.

6. Measures/ Regulations against Charging of Excessive Interest

- a) Board of Directors of the Company shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges.
- b) The Company will obey the guidelines with regard to transparency of terms & conditions of the loan as mentioned in the Fair Practices Code of the Company.
- c) The Company shall adopt interest rate model with the Board Approval by taking into account the relevant factors such as Cost of Funds, Margins, and Risk Premiums etc.
- d) Charging different rates of interest for different products shall be disclosed in the loan application form and loan sanction letter to the Borrower.
- e) The rates of interest and the approach for gradation of risks shall also be made available on the web-site of the company or published in the relevant newspapers. The information published in the website or otherwise published shall be updated whenever there is a change in the rates of interest.

7. Privacy of Client Information

- a) The company shall keep personal client information strictly confidential.
- b) The company shall disclose client information to a third party only under the following conditions:
 - Client has been informed about such disclosure and permission has been obtained in writing.
 - The party in question has been authorized by the client to obtain client information from the Company.
 - If it is legally required to do so.
 - This practice is customary amongst financial institutions and available for a close group on reciprocal basis (such as a credit bureau).

B. Fair Practices Code specifically for NBFC-MFI

In addition to the general principles as above, the Company follows fair practices that are specific to its lending business and regulatory framework.

1. General

- a) The Fair Practices Code in vernacular language shall be displayed by the Company in its office and branch premises.
- b) A statement shall be made in vernacular language and displayed by the Company in its premises and in loan cards articulating its commitment to transparency and fair lending practices.
- c) The Company's Field staff shall be trained to make necessary enquiries with regard to existing debt of the borrowers.
- d) Training if any, offered to the borrowers shall be free of cost. Field staff shall be trained to offer such training and also make the borrowers fully aware of the procedure and systems related to loan / other products.
- e) The effective rate of interest charged and the grievance redressal system set up by the Company shall be prominently displayed in all its offices in the respective vernacular language and on its website.
- f) A declaration that the Company is accountable for preventing inappropriate staff behavior and timely grievance redressal shall be made in the loan agreement and also in the Fair Practice Code displayed in its office/branch premises.
- g) The Company shall comply with the KYC Guidelines of RBI and due diligence shall be carried out to ensure the repayment capacity of the borrowers.
- h) All sanctioning and disbursement of loans shall be done only at the Company's central location and more than one individual should be involved in this function. In addition, there shall be close supervision of the disbursement function.
- i) The Company shall not collect any security on any loan provided under the microfinance activity.

j) The company shall take adequate steps to ensure that the procedure for application of loan is not cumbersome and loan disbursements are done as per pre-determined time structure.

2. Disclosures in loan agreement / loan card

a) The Company will have a Board approved, standard form of loan agreement/passbook which should preferably be in vernacular language.

b) The loan agreement of the Company shall disclose the following details:

- All the terms and conditions of the loan
- Pricing of the loan which involves only three components i.e. the interest charge, the processing charge and the insurance premium (which includes the administrative charges in respect thereof)
- No penalty is charged on delayed payment
- No pre-payment charges will be collected
- No Security Deposit / Margin is being collected from the borrower
- A borrower cannot be a member of more than one SHG/JLG
- Moratorium between the grant of the loan and the due date of the repayment of the first instalment as provided in the NBFC-MFIs (Reserve Bank) Directions, 2011 and as amended in future
- An assurance that the privacy of borrower data will be respected except as agreed with the borrower.

c) The Loan Card provided by the Company shall reflect the following details:

- The effective rate of interest charged
- All other terms and conditions attached to the loan
- Information which adequately identifies the borrower & acknowledgements by the Company of all repayments including instalments received and the final discharge.
- The loan card should include the grievance redressal system set up by the Company and also the contact number of the Grievance cell.
- Non-credit products issued shall be with full consent of the borrowers and fee structure shall be communicated in the loan card itself
- All entries in the loan card should be in vernacular language.

4. Avoiding Over-indebtedness:

a) The company shall conduct proper due diligence to assess the need and repayment capacity of client before making a loan and must only make loans commensurate with the client's ability to repay.

b) The company shall not give loan to a borrower who is a member of more than one SHG/JLG.

- c) The company shall not breach the total debt limit for any client, as prescribed by the RBI.
- d) All loans will be approved through the Centralised Loan Approval Process (CLAP) ie all applications would be sent to the credit bureau(s) to understand client over indebtedness.

5. Non-Coercive Methods of Recovery

- a) Collections shall be done in the common place where the clients can feel free for paying their instalments.
- b) The staff of the company shall not contact or meet clients at odd hours, as per the RBI guidelines for loan recovery. Loan recoveries shall not be made in the field before 06.00 am in morning and after 07.00 pm in the evening.
- c) Staff shall follow client protection guidelines adopted by the Company and should not force the clients for recoveries.
- d) Staff shall be allowed to make recovery at the place of residence or work of the borrower only if the borrower fails to appear at the central designated place on 2 or more successive occasions.
- e) Staff shall not use any other persons for collection of recoveries from the clients.
- f) Staff will enter the details in the passbook after the collecting the repayments or the staff will issue the receipt to the client as evidence for repayment.
- g) The Company shall ensure that a Board approved policy is in place with regard to the Code of Conduct by field staff and systems for their recruitment, training and supervision. The Code shall necessarily contain the following provisions:
 - Lay down minimum qualifications necessary for the field staff
 - Shall have necessary training tools identified for them to deal with the customers
 - Training to field staff shall include programs to inculcate appropriate behavior towards borrowers without adopting any abusive or coercive debt collection / recovery practices.
 - Compensation methods for staff shall have more emphasis on areas of service and borrower satisfaction than merely the number of loans mobilized and the rate of recovery.

6. Internal control system

The Company shall make necessary organizational arrangements to assign responsibility for compliance to designated individuals within the Company and establish systems of internal control including audit and periodic inspection to ensure the same.

The Fair Practices Code is subject to revision based on the RBI guidelines and such revisions shall be made on a time to time basis.